

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

and

THE CITY ATTORNEYS ASSOCIATION

OCTOBER 1, 2000 TO SEPTEMBER 30, 2002

MEMORANDUM OF UNDERSTANDING

CITY OF LONG BEACH AND CITY ATTORNEYS ASSOCIATION

1. Recognition, Purpose and Implementation

The City Attorneys Association is hereby recognized as the exclusive representative for employees of the City Attorney's Office in the positions indicated in Appendix "A", attached hereto and made a part hereof. The purpose of this Memorandum of Understanding is to set forth the joint recommendation to be submitted by the parties to the City Council of the City of Long Beach for implementation and shall not be binding unless and until the City Council:

- A. Approves the provisions contained in this Memorandum;
- B. Adopts the required ordinances and/or resolutions; and
- C. Appropriates the funds required to implement the provisions hereof.

2. Term

The term of this Memorandum shall be for two years commencing October 1, 2000 and terminating at midnight on September 30, 2002.

3. Salaries

- A. The Salary Resolution will be amended to provide for the following salary increases for the classifications included in Appendix "A" on the effective date indicated:

January 1, 2001 - 2%

July 1, 2001 - 1%

- B. October 1, 2001 – September 20, 2002

All employees in the City Attorney's Association shall receive the cost of living increase (COLA) received by employees represented by the International Association of Machinists and Aerospace Workers (IAM) under Article Two, Section I (B) of the Memorandum of Understanding between the City of Long Beach and the IAM dated March 29, 2001 (IAM-MOU). And, Article Two, Section I (C-D) and Article Two, Section II of the IAM-MOU shall also apply to the City Attorney's Association.

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4. Health, Dental and Life Insurance Benefits

- A. The City shall contribute by way of obligation for health, dental, and life insurance benefits, the maximum monthly amounts indicated below, for employees in permanent full-time positions for the period starting:

December 1, 2000 through September 20, 2002
\$470 per month

It is understood that if the cost of health, dental, and life benefit programs is less than the City contribution set forth above, the City will contribute or obligate only that portion which is necessary to pay these costs.

For the period commencing October 1, 2001 through the term of the agreement, the City shall contribute an amount equal to the highest monthly amount for health, dental, and life insurance benefits that are contributed to and/or provided to employees represented by any of the other City recognized employee organizations (Long Beach Police Officers Association, City Attorneys Association, City Prosecutors Association, Long Beach Association of Confidential Employees, Long Beach Association of Engineering Employees, the Long Beach Lifeguard Association, and the Long Beach Firefighters Association.)

Should employees choose a health, dental, or life benefit plan combinations whose actual annual cost is less than the accumulative amounts agreed to above, the City shall account for the difference and, if needed, use this amount to offset any increase in any of the costs indicated in subsequent fiscal years. For example, should Association members choose City-offered health, dental, or life benefit plans that actually cost the City less than the amount indicated in a particular fiscal year, and said difference totals \$10,000 per year, this amount plus any accrued interest may be used to offset any rate increases in excess of the agreed-to amounts in subsequent fiscal years of the contract. These excess funds shall be held by the City and shall earn interest. This will be called the M.O.U. Trust Account.

The benefits for the various plans and all employee payroll deductions for the period January 1, 2001 through September 30, 2002 will be as recommended by the Health Insurance Advisory Committee (the Committee) on August 31, 2000, and approved by the City Council on September 12, 2000.

In the event that the plan(s) rates increase, the additional funds to offset the higher rates will come from the funds available in the M.O.U. Trust Account. This will continue through each benefit year until September 30, 2002, or until such time as the excess funds in the M.O.U. Trust Account are depleted to zero. If at some point in time before September 30, 2002 the M.O.U. Trust Account is depleted to zero, the City will be the responsible party to fund the

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4. **Health, Dental and Life Insurance Benefits** (continued)

difference in order that the benefit levels for the various plans and all payroll deductions in effect on that date remain in effect until September 30, 2002.

- B. Employees in the classifications of Senior Deputy City Attorney and Deputy City Attorney may participate in the City's Executive Physical Program. Costs shall be paid by the City.

5. **Health Insurance Advisory Committee**

The City Attorneys Association shall have one member on the Health Insurance Advisory Committee.

6. **State Bar Association Dues**

The City shall reimburse each attorney for the cost of the annual dues for membership in the State Bar of the State of California.

7. **Maintenance of Existing Retirement**

For bargaining unit employees who are eligible for and enrolled in the Public Employees Retirement System (PERS) on September 30, 2000, the City will continue to provide pension benefits to said employees in accordance with the contract in effect on September 30, 2000. For the term of this MOU, the City shall continue to pay to PERS on behalf of each eligible employee, who is a PERS member, an amount equal to seven-sevenths (7/7) of his/her seven percent (7%) individual employee contribution.

A. **Report the Value of Employee-Paid Member Contribution (EPMC) – Special Compensation**

The City shall continue to designate EPMC (Employer Paid Member Contribution) as compensation earnable and report it as such to PERS.

B. **PERS Contract Amendments**

As soon as practicable, the City shall amend its contract with PERS to provide for the following benefit improvements:

1. Pre-retirement Optional Settlement 2 (death benefit) in accordance with Government Code Section 21548.

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7. **Maintenance of Existing Retirement** (continued)

2. Public Service Credit for Peace Corps or America Corps in accordance with Government Code Section 21023.5.
3. Upgrade PERS Tier III employees to the same benefit level as PERS Tier II employees.

C. **Re-opener**

In the event that the Governor of the State of California signs legislation providing miscellaneous employees with an enhanced PERS retirement formula, the City will agree, within sixty (60) days of the effective date of the Governor's signature to reopen negotiation of this section of the agreement for the sole purpose of discussing the enhanced retirement formula.

8. **Mileage Reimbursement**

Attorneys shall be entitled to mileage reimbursement in accordance with City Administrative Regulations and in such amounts as determined by the City Attorney.

9. **Continuation of Health Insurance for the Surviving Spouse and/or Eligible Dependents of a Retired Employee**

The accumulated unused sick leave that has been designated for continuance of health insurance coverage by an employee who has retired shall, upon the death of the retired employee, be utilized for the purpose of continued payments by the City on the basic health insurance plan premium for the spouse and/or eligible dependents providing:

- A. The retired employee has an effective retirement date of July 1, 1983, or later;
or
- B. The retired employee did not predecease the surviving eligible dependent prior to July 1, 1983.

Said premiums shall continue until:

- A. The spouse remarries;
- B. The dependent child becomes 19 or is no longer a full-time student in an accredited educational institution as recognized by the City's indemnity health insurance carrier;

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9. Continuation of Health Insurance for the Surviving Spouse and/or Eligible Dependents of a Retired Employee (continued)

- C. The spouse becomes eligible for Medicare at which time and in the same manner as those retirees and dependents subject to Section 2.11 of the Personnel Ordinance, the premium payment will be adjusted to pay for the Medicare supplement plan underwritten by the City's indemnity insurance carrier; or
- D. There is insufficient accumulated unused sick leave to pay the required monthly premium.

10. Holiday Schedule

New Years Day	January 1
Martin Luther King Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving	Fourth Thursday/Friday in November
Christmas Day	December 25
Personal Holiday Leave	(4 days)

Every day appointed by the President of the United States or the Governor of the State of California to be a public holiday, or by the City Council of the City of Long Beach to be a City holiday.

For covered employees not on a holiday in lieu schedule, four personal holidays will be credited in the first pay period that begins in January. Employees hired after January 1 will be credited with 1.24 personal holiday hours for each full pay period of paid time. Any unpaid time off will reduce the accrual amount. Thereafter, employees shall receive four personal holidays in the first pay period that begins in January.

Permanent part-time employees shall accrue personal holiday time at the rate of .62 hours for every 80 hours.

Employees who leave the City having taken/not taken their personal holiday leave prior to earning it, will have their separation pay debited/credited proportionately.

Employees on an in-lieu schedule will continue to receive 13 holidays per year. In Lieu/personal holiday leave will be requested by employees in the same manner as vacation and/or compensatory time off.

In no instance will employees receive more than 13 holidays per calendar year unless authorized by the President, Governor or City Council, as indicated in

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10. **Holiday Schedule** (continued)

paragraph one above. In the event the State Legislature and/or the City Council establish a Cesar Chavez holiday, the number of holidays per calendar year will remain at 13. The number of personal holidays will be reduced to three.

11. **Executive Leave**

Persons holding the positions of Senior Deputy City Attorney and Deputy City Attorney shall be eligible to be granted executive leave by the City Attorney in accordance with and pursuant to the provisions of Section 4.10 of the City Personnel Ordinance. In addition, additional days of executive leave, not to exceed five days (40 hours) per calendar year, may be granted by the City Attorney at his sole and exclusive discretion.

12. **Short-term/Long term Disability Benefits**

Employees in the classification of Senior Deputy City Attorney and Deputy City Attorney will receive the same short-term and long-term disability benefits currently provided management employees in the City of Long Beach. The City will pay the full cost of the annual premiums unless the employee desires to pay said premiums for tax purposes. All other bargaining unit members may participate in this program at their discretion; however, they shall pay the full cost of all premiums.

13. **Life Insurance**

In addition to the life insurance currently provided all permanent City employees, employees in the classifications of Senior Deputy City Attorney will be provided at a benefit level equal to three times their full annual salary to a maximum of \$300,000, and employees in the classification of Deputy City Attorney will be provided a \$150,000 per year life insurance policy. The City will pay the full cost of the annual premiums for said life insurance policies. Because of tax consequences, the employees shall have the option of taking the City provided life insurance indicated herein, or additional life insurance not to exceed \$50,000. Should the employee choose the lower coverage, he/she cannot elect to obtain the additional coverage at a later date. Employees who elect the higher coverage may later select the lower coverage but may not elect to increase to the higher coverage at a later date.

All other Bargaining Unit members will be provided a \$50,000 per year life insurance policy.

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14. Jury Duty

Employees will be limited to 80 hours of paid jury time each calendar year.

15. Deferred Compensation

- A. Effective January 1, 1998, and each January 1, thereafter, the City shall contribute \$600 for deferred compensation for all members of the bargaining unit.
- B. Except as provided under State and Federal Law, the amount of deferred compensation shall not be considered compensation for purposes of overtime, vacation, and other such calculations.
- C. The actual date the City will place the deferred compensation into a deferred compensation program selected by the employee is subject to current Federal and/or State law.
- D. To be eligible for the deferred compensation program provided above, an employee must formally enroll in accordance with applicable Federal and State law to participate in a deferred compensation program.

Except as otherwise provided herein, all existing provisions of the Salary Resolution and Personnel Ordinance that apply to employees represented by the City Attorneys Association shall remain in full force and effect during the term of this Memorandum of Understanding.

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this _____ day of April, 2001.

FOR THE CITY ATTORNEYS ASSOCIATION:

Donna Gwin, President
City Attorneys Association

FOR THE CITY OF LONG BEACH:

Henry Taboada, City Manager

William H. Storey
Director of Human Resources and
Affirmative Action

APPROVED AS TO FORM:

Robert E. Shannon, City Attorney

APPENDIX "A"

Positions Represented:

Claims Investigator/Representative I
Chief Investigator
Investigator I
Investigator II
Investigator III
Senior Deputy City Attorney
Deputy City Attorney
Law Clerk
Paralegal
Legal Assistant - Subrogation
Legal Records Management Supervisor
Workers' Compensation Claims Examiner
Workers' Compensation Claims Assistant
Senior Workers' Compensation Claims Examiner